

DATE: 11/23/2021

PROJECT NAME: Removal and Replacement of Concrete Sidewalks (3 FT., 4 FT., & 5 FT. Wide),
Concrete Driveways & Damaged Concrete Street Sections Parishwide

JOB NUMBER: S-84-00

OWNER: St. John the Baptist Parish

CONTRACTOR: LA Contracting Enterprise, LLC



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
01/19/2022 10:39AM
386081 MO

Deputy Clerk

386081 MO

CHANGE ORDER TO CONTRACT MADE AND AGREED UPON ON JANUARY 28, 2020 BETWEEN ABOVE OWNER AND CONTRACTOR. THIS CHANGE ORDER SHALL BE BINDING UPON SAID CONTRACT AND THE PLANS AND SPECIFICATIONS AS SET FORTH THEREIN AS APPROVED BY THE OWNER ON November 23, 2021. THIS CHANGE ORDER IS TO EXTEND THE EXISTING CONTRACT TERM FOR ONE ADDITIONAL YEAR BEGINNING FROM THE CURRENT EXPIRATION DATE OF DECEMBER 31, 2021 EXTENDING TO A NEW EXPIRATION DATE OF DECEMBER 31, 2022 IN ACCORDANCE WITH SECTION I. EXTENSIONS OF TIME, PAGE GC-19 OF GENERAL CONDITIONS OF THE CONTRACT AND SPECIFICATIONS.

NATURE OF CHANGE:

INCREASE:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
CO1-I	ADD-EXTENSION IN CONTRACT TIME PER ITEM: I. EXTENSIONS OF TIME, PAGE GC-19 OF GENERAL CONDITIONS (SEE ATTACHED)	LUMP SUM	LUMP SUM	\$ 0.00

Contract Amount.....	\$ 245,350.00
Previous Change Orders (Increase or Decrease).....	\$ 0.00
This Change Order (Increase)	\$ 0.00
New Total Contract Amount.....	\$ 245,350.00
Number of Days (Increase) <u>365</u> Days	

APPROVED:

CONTRACTOR:

Jaclyn Hotard
Jaclyn Hotard, President
St. John the Baptist Parish

Jeremy Landry
Jeremy Landry, Member
LA Contracting Enterprise, LLC

Debra Ann Firmin
Witness
St. John the Baptist Parish

Ronald J. Mullallem Jr.
Witness
LA Contracting Enterprise, LLC

I. **EXTENSIONS OF TIME:**

Extensions of time will be granted to the Contractor upon receipt of written request for such extensions, provided that such delays were occasioned by the Parish, by Acts of God (provided such Acts of God were not preceded by some fault of the Contractor without which the delay would not have occurred) or by causes entirely beyond the Contractor's control. In the event additional time is earned by the Contractor under the terms of this Agreement, or is granted by the Parish, such fact shall not be interpreted as a waiver of the full obligation on the part of the Contractor to complete the work within the extended time. Request for extension shall be made within five (5) days following the event occasioning the delay.

Contract may be extended by Change Order at the Bid Unit Prices for a period of one (1) year ending in December 31, 2022, if mutually agreed by both parties and approved by Change Order of the Parish Council.

J. **DELAYED CONSTRUCTION PAYMENT:**

In addition to the liquidated damages provided for in Item H of this Section (and as stipulated in the Contract and/or Special Provisions thereof), and irrespective of whether liquidated damages are in fact assessed, should the Contractor fail to complete the work sufficient for acceptance by the Parish within the time specified, the Parish shall assess and deduct from any balance due or to become due the Contractor under the terms of this Contract the sum of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars for each period of thirty (30) days of fraction thereof, commencing on the first day of the delinquency and terminating on the date of final acceptance by the Parish to the Engineers for consultation services rendered during such delinquency period.

K. **REMEDIAL WORK:**

If, after final acceptance of the work, the Contractor shall be required to make good any defects in material or workmanship or to repair damage to other work, as provided in Section III, Item E, the Contractor shall pay to the Parish for the account of the Engineering Consultation a Supervisory Fee equal to One Thousand Two Hundred and No/100 (\$1,200.00) Dollars for each thirty (30) day period of fraction thereof commencing on the date of issuance by the Parish of a work order for such remedial work and terminating on the date of Parish's final acceptance of such work.

L. **TERMINATION FOR CAUSE:**

PARISH may terminate this Agreement for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of this Agreement; provided that PARISH shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. The

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-158

Councilwoman Houston proposed and Councilman Arcuri seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH PRESIDENT TO EXECUTE CHANGE ORDER NO. 1 WITH LA CONTRACTING ENTERPRISE, LLC FOR THE REMOVAL AND REPLACEMENT OF CONCRETE SIDEWALKS, DRIVEWAYS AND STREET SECTION PARISH WIDE

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Change Order No. 1 will add one (1) year to the original contract dated January 28, 2020, in accordance with Extensions of Time of the General Conditions Section of the original contract; and,

WHEREAS, this Change Order will begin from the current expiration date of December 31, 2021, and terminate December 31, 2022,

WHEREAS, the cost of the Change Order is \$245,350 and is funded through the Public Works Budget.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to execute Change Order No. 1 between St. John the Baptist Parish and LA Contracting Enterprise, LLC.

This resolution having been submitted to a vote; the vote thereon was as follows:

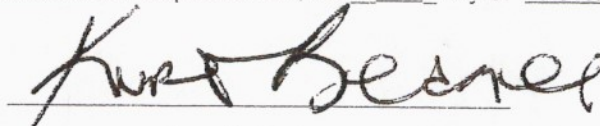
YEAS: Becnel, Torres, Houston, Malik, Arcuri

NAYS: Schnyder

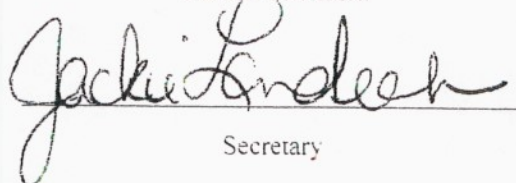
ABSTAIN: None

ABSENT: Duhe-Griffin, Madere, Wright

And, the resolution was declared adopted on this, the 23rd day of November 2021.



Council Chairman



Secretary

Approved: X

Veto: _____

Parish President

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C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 23rd day of November 2021.

Signed at Laplace, Louisiana this 23 day of Nov 2021.

Jackie Landeche
Secretary

